



*"People
helping people
help
themselves"*

Mitchell E. Daniels, Jr., Governor
State of Indiana

Office of Medicaid Policy and Planning
MS07, 402 W. WASHINGTON STREET, ROOM W382
INDIANAPOLIS, IN 46204-2739

June 28, 2007

Kristin Donnelly-Miller, Esq.
Indiana Supreme Court
Division of State Court Administration
115 West Washington Street, Suite 1080
Indianapolis, IN 46204

RE: User Agreement for Bulk Distribution of Data/Compiled Information

Dear Ms. Donnelly-Miller

Enclosed is the signed Amended Bulk Data User Agreement with attachments for your review and execution.

Should you have questions or need additional information I can be contacted by e-mail at Mike.Staresnick@fssa.in.gov or by telephone at 317-232-2121.

Thank you for your consideration.

Sincerely,

Michael J. Staresnick, M.P.A.
Estate Recovery Manager

enclosure



USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION

The Indiana Supreme Court through its Division of State Court Administration ("Division") and ~~INDIANA FAMILY & SOCIAL SERVICES ADMINISTRATION~~ ("Requesting Party") hereby enter into this User Agreement for Bulk or Compiled Data ("Agreement") for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

Recitals

- A. Pursuant to Rule 9(F)(2), the Division is responsible for approving all requests for bulk distribution of information or compiled information.
- B. The Division reviews the request for bulk distribution in conjunction with the purposes of Rule 9 and that the request is an appropriate use of public resources.
- C. The Requesting Party seeks bulk distribution of information or compiled information for its own use and understands that it must comply with the provisions of this Agreement.
- D. The Division intends that recipients of bulk distribution of information or compiled data understand and agree to comply with certain restrictions on data usage.
- E. The Requesting Party is not automatically entitled to the distribution by the relevant county simply by the approval of this user agreement.
- F. The Requesting Party will be required to pay reasonable costs related to responding to the request for bulk distribution of records.
- G. The bulk distribution of records is limited to court records, even if the Requesting Party is seeking other information that is governed by other agencies' policies.

Agreement

1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:
 - A. "Administrative Records" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency, or clerk of court pertaining to the administration of the judicial branch of government and not associated with any particular case or other agency.
 - B. "Agreement" means this User Agreement for Bulk or Compiled Data, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.
 - C. "Bulk Distribution" means the distribution of all, or a significant subset of the information in Court Records not excluded from public access, in electronic form if possible, as is, and without modification or compilation.

- D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency or clerk of court in connection with a particular case, not otherwise governed by Rule 9(G) or (H).
 - E. "Clerks of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
 - F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of some of all or a subset of all the information from more than one individual court record in electronic form in response to the approved request for bulk distribution.
 - G. "Court" means the Indiana Supreme Court, Court of Appeals, Tax Court, and all Circuit, Superior, Probate, County, City, Town, or Small Claims Courts as well as any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.
 - H. "Court Record" means both Case Records and Administrative Records.
 - I. "Data" means any computer or machine-readable copy of Court Record information provided by the Court to the Requesting Party.
 - J. "Subscriber" means a client or customer of Requesting Party to whom bulk or compiled information is provided or to whom access to bulk or compiled information is given.
 - K. "Public Access" means the process whereby a person may inspect and copy the information in a court record, not excluded by Rule 9(G) or (H).
 - L. "Requesting Party" includes all known names under which the business operates, all subsidiaries that will utilize the data provided and all names under which subsequent individual requests to counties shall be made.
2. **Grant of License.** The Division hereby grants a restricted and non-exclusive license to the Data specifically identified below to the Requesting Party for its use, subject to the terms and conditions contained herein. Execution of this Agreement and approval of the Data request by the Division do not create any mandatory obligation on the part of any county or court to provide Data. Pursuant to Administrative Rule 9(F), the counties or courts identified below must determine on an individual basis whether resources are available to prepare the information and whether fulfilling the request is an appropriate use of public resources. Counties and courts must determine on an individual basis whether to assess a reasonable charge and the amount of that charge for time and materials for providing the Data to the Requesting Party.
- A. **Court Records and Data sought:**
-

B. Requested Counties:

3. **Rights and Interests.** The Requesting Party shall not gain any proprietary right to or interest in any Data provided as a result of this Agreement. Any rights or interest, or any portion thereof, which may result from the use of the Data are personal to the Requesting Party and these rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind. The Requesting Party shall provide the Division with the names of all related entities, including subsidiaries, names under which the Requesting Party is doing business and other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of entity names associated with the Requesting Party.
4. **Ongoing Data Scrubbing and Update Requirements.** The Requesting Party agrees to comply fully with Rule 9 and further agrees to delete any complete Social Security Number, bank-account number and any other confidential information that is inadvertently included in the Data and to take other appropriate action to ensure that such confidential information is not provided to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.
5. **Restriction on Use of Data.**
 - A. **Compliance With Authorities.** The Requesting Party agrees to comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to court records, data and information.
 - B. **Resale of Data.** The Requesting Party shall not resell, reproduce, distribute or disseminate the Data provided pursuant to this Agreement except for individual case record inquiries and compilations or reports incidental to such individual case record inquiry services. The Requesting Party shall not reconfigure the Data for subsequent bulk distributions.
 - C. **Policies for dissemination of Data.** In the event the Requesting Party plans to offer a service regarding reviewing the Data provided and disseminating the relevant information to subscribers, customers, clients, or other third party, this Agreement shall include a current copy of the Requesting Party's policies and information related to the dissemination. The Requesting Party is under an ongoing obligation to provide the Division with a copy of any updated Policy information within thirty (30) days of its modification.
6. **Disclosure Requirements.** The Requesting Party agrees to provide a disclosure statement to each subscriber, customer, client or other third party using the Data at the time any information from the Data is provided. At a minimum, the Requesting Party will ensure that a statement, an example of which is set out below, is displayed or provided every time information from the Data is provided.

*The data or information provided is based on information obtained from
Indiana Courts on _____ (insert date most current version was created
or in the case of data from multiple sources, the range of dates relevant to the*

displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the Data; and 3) Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record maintained by the court in question.

7. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Data. The Requesting Party agrees to cooperate with the Division in such audit.
 - A. The Requesting Party agrees that the Division may include “control” or “salted” data as a portion of the Data as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.
 - B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Data for the purpose of monitoring and auditing contract compliance.
 - C. The Requesting Party agrees to provide the Division with the same materials and information, in the same manner the Requesting Party provides its subscribers, customers, clients, or other third parties.
8. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to the Data provided under this Agreement. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the information and data is supplied to verify the Data obtained under this Agreement with the official court information maintained by the court having jurisdiction over the Data.
Reproductions of the Data provided to the Requesting Party shall never represent a certified copy of the Court Record.
9. **Limitation of Liability.** The Requesting Party acknowledges and accepts that all Data provided under this Agreement is provided on an “As Is” basis and that the Data may be subject to error or omission and, therefore agree, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Data. Specifically:
 - A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from the use by the Requesting Party of the Data.

- B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete data or information provided under this Agreement.
 - C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may rise from the use, operation, or modification of the Data.
10. **Indemnification.** The Requesting Party agrees to defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of or by reason of any claims demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the Data.
11. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.
12. **Termination and Renewal.**
- A. **General.** Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.
 - B. **Renewal.** This agreement expires on January 31, 2008, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after January 1, 2007. The renewal shall be for one calendar year. The Division will provide the Renewal Form to the Requesting Party in December 2007.
 - C. **Termination for Cause.** The Requesting Party accepts full responsibility and liability for any violations of this Agreement by the Requesting Party or any officer, employee, agent, or subscriber of the Requesting Party and any such violation shall result in immediate termination by the Division, at which time all Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be forfeited to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.
 - D. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the Data preparation or transfer outstanding longer than 30 days.
 - E. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or

assigns, without the express written permission of the Division: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this agreement.

- F. **Termination in Event of Failure to Update.** The Requesting Party is under an ongoing obligation to provide the Division with a complete list of entities under which the Requesting Party conducts business. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update the entity list. Likewise, the Requesting Party is under an ongoing obligation to provide the Division with any modified policies related to its policies regarding dissemination of the Data provided by the Court. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update the business information provided.

13. **Attachments.** This Agreement incorporates by way of attachment the following:

- A. A list of all known business entity names related to the Requesting Party that will participate in the use and dissemination of the Data provided;
- B. The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties;
- C. The original Request provided to the Division from the Requesting Party; and
- D. The approval letter provided to the Requesting Party from the Division.
- E. These attachments may be amended or modified. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties and execute this Agreement to be effective this _____ day of _____, 2007.

Requesting Party

By: _____

Printed: JEFFREY M. WELLS

Title: DIRECTOR OF MEDICAID

Date: _____

6/26/07

Division

By: _____

Lilia Judson

Executive Director, Indiana Supreme Court
Division of State Court Administration

Date: _____

7/3/07

ATTACHMENT A.

KNOWN BUSINESS ENTITY NAMES

The Indiana Family and Social Services Administration:

- Office of Medicaid Policy and Planning
- Division of Family Resources
- Division on Aging
- Division of Mental Health and Addiction
- Division of Disability and Rehabilitative Services
- Division of Technology Services

ATTACHMENT B

POLICIES

B. 1. HIPPA PRIVACY POLICY AND PROCEDURE
MANUAL

B.2. HIPPA SECURITY POLICY AND PROCEDURE
MANUAL

Family and Social
Services Administration

Office of Medicaid
Policy and Planning

HIPAA

Privacy Policy and
Procedure Manual

VERSION 6.4 (May 1, 2006)

Table of Contents

Section 1: Introduction.....	1-1
HIPAA	1-1
Overview	1-2
Document Organization	1-5
Summary	1-6
Section 2: Notice of Privacy Practices.....	2-1
Purpose.....	2-1
Policy	2-1
Procedure	2-3
Section 3: Permitted and Required Uses and Disclosures of Protected Health Information.....	3-1
Purpose.....	3-1
Policy	3-1
Procedure	3-4
Section 4: Minimum Necessary Requirements.....	4-1
Purpose.....	4-1
Policy	4-1
Procedure	4-2
Section 5: De-identified Protected Health Information.....	5-1
Purpose.....	5-1
Policy	5-1
Procedure	5-4
Section 6: Disclosures to Business Associates.....	6-1
Purpose.....	6-1
Policy	6-1
Procedure	6-2
Section 7: Protected Health Information of Deceased Members	7-1
Purpose.....	7-1
Policy	7-1
Procedure	7-2
Section 8: Disclosures to Personal Representatives and Rights of Minors	8-1
Purpose.....	8-1
Policy	8-1
Procedure	8-3
Section 9: Disclosures by Whistleblowers.....	9-1
Purpose.....	9-1
Policy	9-1

Procedure	9-2
Section 10: Uses and Disclosures of Protected Health Information When Member Authorization is Not Required	10-1
Purpose	10-1
Policy	10-1
Procedure	10-4
Section 11: IHCP Member Access to Protected Health Information.....	11-1
Purpose	11-1
Policy	11-1
Procedure	11-2
Section 12: Verification of Identity and Authority	12-1
Purpose	12-1
Policy	12-1
Procedure	12-6
Section 13: Member Request for Amendment of Protected Health Information.....	13-1
Purpose	13-1
Policy	13-1
Procedure	13-2
Section 14: Member Authorization to Release Protected Health Information	14-1
Purpose	14-1
Policy	14-1
Procedure	14-2
Section 15: Member Request for Alternate Communication	15-1
Purpose	15-1
Policy	15-1
Procedure	15-2
Section 16: Member Complaints	16-1
Purpose	16-1
Policy	16-1
Procedure	16-2
Section 17: Member Request to Restrict Protected Health Information.....	17-1
Purpose	17-1
Policy	17-1
Procedure	17-3
Section 18: Accounting of Disclosures to Member.....	18-1
Purpose	18-1
Policy	18-1
Procedure	18-2

Section 19: Safeguards for Staff use of Protected Health Information Access

.....	19-1
Purpose.....	19-1
Policy	19-1
Procedure	19-2

Section 20: Protected Health Information Safeguards..... 20-1

Purpose.....	20-1
Policy	20-1
Procedure	20-2

Section 21: Sanctions 21-1

Purpose.....	21-1
Policy	21-1
Procedure	21-2

Section 22: Training..... 22-1

Purpose.....	22-1
Policy	22-1
Procedure	22-1

Glossary

Appendix A: Notice of Privacy Practices

Appendix B: Member Access Request Form

Appendix C: Verification of Identity and Authority Form

Appendix D: Member Amendment Request Form

Appendix E: Member Authorization and Revocation Form

Appendix F: Alternate Communication Form

Appendix G: Use/Disclosure of PHI in Daily Work- A Quick Reference Guide

Appendix H: Requests to Legislative Staff

Appendix I: Personal Representative Authorization Form

Appendix J: Member Restriction Request Form

Appendix K: Member Accounting Request Form

Section 1: Introduction

HIPAA

The *Health Insurance Portability and Accountability Act (HIPAA)*, *Public Law 104-191*, was enacted on August 21, 1996. HIPAA contains three major provisions:

- Portability – Final rule published in 1997;
 - Fraud and abuse/Medicare integrity program – Final rule published in 1998; and
 - Administrative simplification – First final rule published August 17, 2000.
-

Administrative Simplification

The purpose of the administrative simplification provision is to improve health programs and the effectiveness and efficiency of the health care industry. This is accomplished by adopting common standards for health plans, health care clearinghouses, and health care providers that transmit or store any of the covered transactions provided in the *Standards for Electronic Transactions* final rule. As a health plan, the IHCP is required to comply with all HIPAA-related rules pertaining to:

- Administrative transactions,
 - Unique identifiers,
 - Code sets,
 - Privacy, and
 - Security.
-

Privacy

The IHCP, as a health plan, is required to comply with all requirements in the *Privacy Rule* as of April 14, 2003. The IHCP must have written policies, procedures, and safeguards in place, and all staff must be trained on these requirements.

Please note that business associates are responsible for compliance with the *Privacy Rule* for the functions contracted by the IHCP. This manual provides policies and procedures that the IHCP must comply with. For a complete definition of *business associate*, refer to the *Glossary* included in this manual.

The Department of Health and Human Services (HHS) Office for Civil Rights (OCR) will be the enforcing agency for the *Privacy Rule*, to which a member can file a complaint if they believe that the IHCP is not protecting their information. Hereafter, the Secretary of the HHS will be referred to as the Secretary.

Overview

The *Family and Social Services Administration (FSSA), Office of Medicaid Policy and Planning (OMPP), HIPAA Privacy Policy and Procedure Manual* is designed to provide the FSSA/OMPP staff member with the policies and procedures necessary to comply with the *Health Insurance Portability and Accountability Act (HIPAA) Standards for Privacy of Individually Identifiable Health Information* final rule, published August 14, 2002.

Note: The Indiana Health Coverage Programs (IHCP) includes all OMPP programs and staff. All references to the IHCP within this manual also includes OMPP programs and staff.

Privacy Regulations

The Standards can be found in *45 Code of Federal Regulations (CFR) Parts 160 and 164*. Hereafter, the Standards will be known as the *Privacy Rule*.

Administration of Privacy Regulations

OMPP has established a privacy office for the IHCP to act as the gatekeeper of member protected health information (PHI), and most requests will be routed through this office.

EDS' Privacy Unit, as contracted by the OMPP, will function as the IHCP Privacy Office. Contact information for this office is as follows:

IHCP Privacy Office
P.O. Box 7260
Indianapolis, Indiana 46207-7260

The phone numbers for the IHCP Privacy Office are:
(317) 713-9627 or 1-800-457-4584

The IHCP Privacy Office point of contact for the OMPP staff is the OMPP Privacy Coordinator. The OMPP Privacy Coordinator will be responsible for ensuring that FSSA/OMPP staff members and contractors are in compliance with the *Privacy Rule*. Any questions regarding the *Privacy Rule* should be directed to the OMPP Privacy Coordinator. The current OMPP Privacy Coordinator is Jenifer Nelson, (317) 233-0446.

**Administration
of Privacy
Regulations
(continued)**

The IHCP Privacy Office and the OMPP Privacy Coordinator, along with all members of the OMPP staff, under the auspices of FSSA's Privacy Official, are responsible for the overall compliance with the HIPAA rules and regulations relating to privacy of member's protected health information for the Indiana Health Care Programs. This includes Medicaid, the Children's Health Insurance Programs (CHIP), and 590 Program.

**HIPAA
Compliance:
Role of OMPP
Staff Members**

In most cases, FSSA/OMPP staff members will refer requests for PHI to the IHCP Privacy Office. All written requests for member PHI will be submitted to the IHCP Privacy Office for processing, with the exception of requests related to TPL (which will continue to be handled by the EDS TPL Unit).

However, FSSA/OMPP staff members will continue to use and disclose PHI within the authorized, routine duties of their assigned positions. Staff members must be cognizant of the *Privacy Rule* in carrying out these authorized duties. This manual details appropriate procedures that each staff member must follow when using and/or disclosing PHI.

It is important that each staff member be aware of the requirements within the *Privacy Rule*, and of their obligation under the *Privacy Rule* to safeguard all PHI.

Any questions that FSSA/OMPP staff members may have regarding the *Privacy Rule* should be directed to the OMPP Privacy Coordinator.

**Requirements
of the IHCP**

The *Privacy Rule* requires the Indiana Health Coverage Programs (IHCP), as a health plan, to provide protection and security to a member's protected health information (PHI) that is transmitted or maintained in any form, including oral communication.

**What is
Protected
Health
Information
(PHI)?**

A member's PHI includes the demographic information, recipient identification number (RID) number, and claim information (accounting or claim payment). For a complete definition of protected health information, refer to the *Glossary* included in this manual.

When can a member's PHI be released?

The policies and procedures contained within this manual will guide the FSSA/OMPP staff member in determining the steps to take when asked to provide a member's PHI to the member, the member's personal representative, or to another unit within FSSA, or another external agency or entity requesting the information.

In most units, the staff member will not provide any member PHI, but will refer the request on to the IHCP Privacy Office.

Use of PHI in daily work activities

The *Privacy Rule* also requires each staff member to be aware of the PHI that they use in their daily work activities. Not only must the staff member protect the member's information in regard to requests, but also in their work functions and work environment. The *Privacy Rule* requirements establish specific administrative, technical, and physical safeguards. These safeguards cover such common activities as conversation's regarding a member's PHI, the access of a member's PHI, the copying and faxing of PHI, and the proper disposal of PHI documents.

NOTE: The policies and procedures contained within this manual are not intended to prevent staff members from using and disclosing PHI within the authorized, routine duties of their assigned positions. The procedures OMPP staff must follow when carrying out these authorized duties are detailed throughout the appropriate sections of this manual. Appendix G of this manual provides a "quick reference guide" of procedures to be followed by staff members when using and disclosing PHI in their daily work activities.

IHCP Member Rights

As provided in the final *Privacy Rule*, the member has the right of assurance that his or her health information is secure and is used by the FSSA/OMPP staff, including contractor staff such as EDS, in the appropriate and most secure manner possible, as required by the *Privacy Rule*. Each staff member is responsible for safeguarding the member's PHI in his or her daily work and work environment.

Document Organization

This manual contains the following information for the employee's reference and use when a question arises regarding the use or disclosure of a member's PHI:

- Privacy policy and procedure sections, containing:
 - The purpose of the section,
 - The IHCP-specific policy, and
 - The IHCP-specific procedure.
- Glossary explaining terms in relation to the *HIPAA Privacy Rule*.
- Appendices A-F containing forms and notices referenced in this manual.
- Appendix G containing a "quick reference guide" for FSSA/OMPP staff on their roles in handling PHI uses and disclosures.

Note: Where appropriate, Code of Federal Regulations (CFR) citation(s) are provided. For additional information regarding the policy and procedures, refer to the CFR.

Most common policy and procedure documents

The specific privacy policy and procedure documents that will be referenced most commonly by employees are categorized as follows:

- *Notice of Privacy Practices*,
- Uses and disclosures of protected health information,
- Minimum necessary requirements,
- Uses and disclosures of protected health information when member authorization is not required,
- Member rights, and
- Privacy of PHI information requirements to be followed by all FSSA/OMPP staff.

Definitions

For a complete listing of definitions associated with the *Privacy Rule*, refer to the *Glossary* included in this manual.

Summary

HIPAA rules and regulations

On August 21, 1996, the Health Insurance Portability and Accountability Act, commonly known as HIPAA, was signed into law. As its name implies, HIPAA included a number of provisions to make health coverage more portable for employees changing jobs by limiting exclusions for pre-existing conditions. In addition, HIPAA also included a set of "Administrative Simplification" provisions, which were intended to improve the efficiency and effectiveness of the health care system.

In drafting HIPAA, Congress recognized the threats to confidentiality posed by the growing complexity of the health care system and the increased use of electronic data interchange that HIPAA itself was intended to encourage. Thus, the Administrative Simplification provisions of HIPAA authorized the U.S. Department of Health and Human Services (HHS) to issue standards for the privacy of individually identifiable health information if Congress failed to enact health care privacy legislation by August 21, 1999. Congress failed to meet this self-imposed deadline, and HHS published proposed regulations on November 3, 1999. The Department reviewed more than 52,000 comments in response to the proposed rule and published a final rule shortly before the end of the Clinton administration. The Bush administration published a revised final rule, referred to as the *Privacy Rule*, on August 14, 2002.

Purpose of this manual

This manual is a resource provided to assist OMPP staff members in interpreting the *Privacy Rule*. Key components of the *Privacy Rule* are presented in sections. Policies and procedures, specific to the IHCP, are provided in each section.

It is important for all OMPP staff to be knowledgeable of the *Privacy Rule*, as presented in this manual, in addition to the policies and procedures specific to the IHCP, to ensure compliance with HIPAA rules and regulations.

Questions or concerns relating to privacy

Any questions that FSSA/OMPP staff may have regarding the contents of this manual, or questions relating to privacy, will be directed to the OMPP Privacy Coordinator.

If you have any concerns or doubts about your authority to use or disclose any IHCP PHI, contact the OMPP Privacy Coordinator for clarification.

If you believe any FSSA/OMPP staff members or contractors are using or disclosing PHI inappropriately, either intentionally or unintentionally, please notify the OMPP Privacy Coordinator.

Section 2: Notice of Privacy Practices

Purpose

To issue instructions to all FSSA/OMPP staff and IHCP contractor staff regarding the policy for the creation, revision, and mailing of the *Notice of Privacy Practices* to IHCP members.

Policy

The IHCP is responsible for issuing a *Notice of Privacy Practices* (NPP) document to IHCP members, which provides notice of the uses and disclosures of PHI that may be made by the IHCP, of the member's rights, and of the IHCP legal duties with respect to PHI.

The *Notice of Privacy Practices* document (Appendix A) contains the information that the IHCP is required to provide to each IHCP member pursuant to 45 CFR 164.520.

Initial Mailing of the Notice of Privacy Practices

The first *Notice of Privacy Practices* will have been mailed to all current IHCP members in April 2003, prior to the HIPAA *Privacy Rule* compliance date of April 14, 2003. The members' enrollment status will be determined at the time of the notice print date. This date will be used, in the future, as the date to determine if a member has received the required notice.

Posting of NPP on Web Site

The notice will be maintained on the <http://www.in.gov/fssa/servicedisabl/medicaid/medprivacy.html> Web site and will be provided upon request to any member except for correctional facility inmates, who do not have a right to notice.

Deleted: www.indianamedicaid.com

**Mailing of
NPP to new
members**

After the initial mailing of the notice, all new members will receive the *Notice of Privacy Practices* document with their new IHCP RID identification card. For IHCP members who do not receive an automatic mailing of the IHCP RID identification card, a separate notice mailing will occur upon the member's enrollment in one of the following IHCP programs or aid categories:

- 590 Program
- Special Low Income Medicare Beneficiary (SLIMB)
- Qualified Individual -1 (QI-1)
- Qualified Disabled Working Individual (QDWI)
- Qualified Medicare Beneficiary (QMB)

For these five groups, a 'notice only' file will be created within Indiana4IM, which will generate the notice mailing process outside of the IHCP RID card creation process.

**Subsequent
mailings of
the NPP**

The IHCP will notify covered members of the availability of the notice and how to obtain the notice, no less frequently than once every three years. Therefore, the next scheduled time for release of this notice to members was April of 2006.

Deleted: will be

**Revisions to
the Notice of
Privacy
Practices**

The IHCP will provide a revised *Notice of Privacy Practices* document to members within 60 days of a material revision to the notice, if applicable.

Procedure

NPP Mailing

The fiscal agent will mail the NPP to all new members upon their enrollment in the IHCP, and to all members within 60 days of any material change to the notice. Members received an initial mailing during April of 2003.

After the initial mailing, the IHCP will notify covered members of the availability of the NPP at least every 3 years.

Web Site

The NPP will be maintained on the <http://www.in.gov/fssa/servicedisabl/medicaid/medprivacy.html> Web site.

Deleted: www.indianamedicaid.com

Questions

Any requests for additional copies of the NPP, or questions related to the NPP, should be referred to the IHCP Privacy Office at the fiscal agent.

The address for the IHCP Privacy Office is:

IHCP Privacy Office

P.O. Box 7260

Indianapolis, Indiana 46207-7260

The phone number is: (317) 713-9627 or 1-800-457-4584

Deleted: 488-5018

NPP Document

The *Notice of Privacy Practices* document, as mailed to all IHCP members, is shown in Appendix A.